

ADDENDA LOG		
DATE ISSUED	DESCRIPTION	OFFICER

## **ROADMAP**

This contract is used for the purchase and delivery of liquid chlorine in 90 ton rail cars; and/or liquid chlorine in one (1) ton and 150 pound cylinders to Miami-Dade Water and Sewer Department, water and wastewater facilities on an as-needed basis. The liquid chlorine for both groups shall be suitable in all respects for drinking water and wastewater treatment.

### **PRICES**

The initial contract prices resultant from this solicitation shall prevail for a twelve (12) month period from the contract's initial effective date. The pricing adjustment may be upward or downward but shall not be in the excess of the Producer Price Index (PPI), commodity code (as updated) 061303: Alkalies and chlorine.

It is the bidders' responsibility to request any pricing adjustment under this provision. For any adjustment to be considered, the bidders' request for adjustment should be submitted 90 calendar days prior to expiration of the then current twelve (12) month period. The bidder adjustment request should not be in excess of the relevant pricing index change. The prevailing price period may be extended based on current market conditions but no less than a 12 month period.

Any adjustment received after ninety (90) calendar days from the expiration of the then current twelve (12) month period may not be considered. If no adjustment request is received from the bidder, the County will assume that the bidder has agreed that the next twelve-month period will be without any upward price adjustment. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional twelve-month period based on the downward movement of the applicable index.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidders and/or terminate the contract with the bidders based on such price adjustments. Adjustment to price may affect the primary secondary position.

The bidders' price quoted shall be inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the bidders will be disallowed.

**DELIVERY****GROUP I – Rail Cars**

Bidder(s) shall deliver within seven (7) calendar days after the receipt of an order from the user department. Deliveries will be accepted five (5) days per week, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

**Delivery Locations**

John E. Preston Water Treatment Plant  
1100 West 2<sup>nd</sup> Ave  
Miami, Florida 33010  
Estimated Annual Quantity: 2,610 Tons

Alexander Orr Jr. Water Treatment Plant  
6800 SW 87<sup>th</sup> Ave  
Miami, Florida 33173  
Estimated Annual Quantity: 2,070 Tons

Bidders shall ship an estimated 4,680 tons of liquid chlorine in 90 ton railcar directly from the manufacturer's plant to the Water Treatment Plants operated by Miami-Dade County Water and Sewer Department.

**GROUP II – One Ton and 150 Pound Cylinders**

Bidder(s) shall deliver within three (3) calendar days after the receipt of an order from the user department. Deliveries will be accepted five (5) days per week, Monday through Friday between the hours of 9:00 AM and 3:00 PM.

**Delivery Locations for One Ton Cylinders**

Central District Wastewater Treatment Plant  
3989 Rickenbacker Causeway  
Miami, Florida 33149  
Estimated Annual Quantity: 2,500 Tons

**Delivery Locations for 150 Pound Cylinders**

Water Transmission and Distribution Division 11<sup>th</sup> Street Distribution Yard  
1001 NW 11<sup>th</sup> Street  
Miami, Florida 33142  
Estimated Annual Quantity: Two (2) 150 lb. Cylinders

Bidders shall package in one ton and 150 pound cylinders of liquid chlorine directly from the re-packagers' plant to the Wastewater Treatment Plants (WWTP) operated by Miami-Dade County Water and Sewer Department. All County WWTPs have overhead cranes. Deliveries cannot be made in a box truck; they must be on a flatbed truck.

The cylinders and valves used shall be in top condition: reconditioning of cylinders and valves (handling of cylinder prior to filling) must conform to the best practices of the industry. There must be no corrosion of valves or flaking paint on cylinders.

### **PACKING SLIP / DELIVERY TICKET**

Bidder shall enclose a complete **packing slip / delivery ticket** with any product to be delivered in conjunction with this bid solicitation. The **packing slip / delivery ticket** shall be available to the County's authorized representative during delivery. The **packing slip / delivery ticket** shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

### **TESTING / NONCONFORMANCE OF PRODUCTS / EQUIPMENT**

During the term of the contract, samples of delivered items may be randomly selected and tested for compliance / performance. If it is found that the delivered commodities do not conform to the specifications and/or any defective equipment used to deliver the commodities, the County will notify the bidder of nonconformance within ten (10) calendar days. The County shall then require replacement of the item within 48 hours after notification.

Should the bidder fail to delivered liquid chlorine product or equipment within the time frame specified above, it may result in the bidder being deemed in breach of contract. The County may terminate the bidder for default and charge the firm re-procurement charges, if applicable.

### **SECURITY OF DELIVERIES**

Bidder(s) shall not disclose any shipping information, e. g. delivery schedules, rail car locations, delivery routes, etc., to any person, company or organization without the written permission of the County. The awarded vendor(s) must seal all shipments made pursuant to this bid and the seal must remain unbroken until the delivery is received at the designated facility. Contact information as follows:

Ed Turner, Division Chief, Water Production  
(305) 520-4721 Office  
(305) 607-0911 Cell  
[jturn@miamidade.gov](mailto:jturn@miamidade.gov)

**COMPLIANCE / REGULATION****FEDERAL STANDARDS**

All services / products to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**POLLUTION CONTROL**

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Department of Regulatory and Economic Resources (RER), 701 NW 1<sup>st</sup> Court, Suite 400., Miami, Florida 33136, Telephone (305) 372-6789.

**ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**PURCHASE OF OTHER ITEMS**

While the County has listed all major items within the scope of this solicitation which are utilized by County departments in conjunction with its operations, there may be additional like items that must be added to the contract after award. Under these circumstances, a County representative will contact the bidder(s) and obtain a price quote for the additional like items. The County reserves the right to award these additional items to the bidder under this contract, or another commercial source, based on the lowest price quoted. If the bidder under this contract offers the lowest quotes, the award will be confirmed as an addendum to the contract award sheet and/or separate release or purchase order between the bidder and the County.

**DEMURRAGE CHARGES WILL NOT BE ALLOWED**

The County shall not incur separate demurrage charges from bidders who supply containers on an interim basis to the County in conjunction with this contract. Any rental or demurrage costs for such containers that are normally charged by the bidder must be reflected in the unit prices offered by the bidder.

**AWARDED VENDORS INFORMATION**

FEIN/Suffix	590776285/02	610504545/02
Contact Person:	Catherine Guillarmod	Joe Funkhouser
Company Name:	Allied Universal Corporation	Brenntag Mid-South, Inc
Telephone No.:	(305) 888-2623	(407) 857-9310
Fax No.:	(305) 463-8369	(407) 851-3512
Toll Free No.:	NA	NA
E-Mail Address:	<a href="mailto:cathieg@allieduniversal.com">cathieg@allieduniversal.com</a>	<a href="mailto:dbest@brenntag.com">dbest@brenntag.com</a>

**AWARDED ITEMS**

Group I – Rail Car			
Item no.	Description	Est. annual quantity Unit Measure	Unit Price Per Ton
1.	Liquid Chlorine delivered by railcar to John E. Preston Water Treatment Plant	2,610 / Tons	\$448.00
2	Liquid Chlorine delivered by railcar to Alexander Orr Jr. Water Treatment Plant	2,070 / Tons	\$448.00
	Manufacturer: Olin Shipping Point: McIntosh, AL		Primary Vendor: Allied Universal

Group II - One Ton and 150 Pound Cylinders				
Item no.	Description	Est. annual quantity Unit Measure	Unit Price Per Ton	Unit Price Per Ton
			Primary Vendor: Allied Universal	Secondary Vendor: Brenntag Mid-South
1.	Liquid Chlorine in one ton cylinders delivered to various locations.	2,500 / Tons	\$304.50	\$443.00
			Manufacturer: Olin	Manufacturer: Olin

Item no.	Description	Est. annual quantity Unit Measure	Unit Price Per Cylinder	Unit Price Per Cylinder
			Primary Vendor: Brenntag Mid-South	Secondary Vendor: Allied Universal
2	Liquid Chlorine in 150 lb. cylinders	2 / Each	\$60.00	\$84.00
			Manufacturer: Olin	Manufacturer: Olin